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Carriers—Bonds and Certificates as Baggage.—In *Jandorf v. Pullman Company*, 171 N. Y. S. 321, the Supreme Court of New York held that a sleeping car company is not liable to a passenger for loss of stocks and bonds contained in a hand bag lost through its negligence, as they are not baggage.

The court said, in part:

"Plaintiff proved that the bag contained personal effects, the cost price of which amounted to about \$150, and certain corporate bonds and certificates of stock, which he testified he was carrying with him for the purpose of depositing same as collateral in a contemplated business transaction in Maryland. These securities were issued in his individual name, and had not been assigned in blank or otherwise; but plaintiff testified that, after expending a certain amount of time and money in an unsuccessful effort to recover the same by demand and otherwise, he was compelled to bring legal proceedings to secure the issue of duplicate bonds and certificates of stock in place of those so lost by him, at a necessary expense of \$245.50. The trial judge awarded judgment for \$350, \$104.50 of which represents the value of the court placed upon the personal effects contained in the hand bag. The remaining amount included in the judgment represents the expense incurred by plaintiff as the result of the loss of his securities. If the securities carried by plaintiff in his hand bag were baggage, then said sum was properly included in the judgment; if in law they were not to be regarded as baggage, the plaintiff was not entitled to recover either the value of the securities or any moneys expended in an effort to recover the same, or in having duplicates issued therefor.

"The general rule in actions of this character is that plaintiff is entitled to recover as damages for loss of baggage all loss and expense which were the proximate result of defendant's negligence and defendant's breach of contractual relations; the natural and proximate consequences of the act complained of, so far as it was reasonably in contemplation of the parties in making the contract. (*Weeks v. N. Y., N. H. & H. R. R. Co.*, 72 N. Y. 50, 28 Am. Rep. 104.) In *Hasbrouck v. N. Y. C. & H. R. R. Co.*, 202 N. Y. 363, 95 N. E. 808, 35 L. R. A. (N. S.) 537, Ann. Cas. 1912D, 1150, the court say (Vann, J., writing the opinion): 'The contract to transport the plaintiff carried with it the duty of transporting a reasonable amount of hand baggage, such as is commonly taken by travelers for their personal use; the quantity and value depending upon station in life, object of the journey, and other considerations.'

"The securities so carried by plaintiff, being in no sense for personal use in making the journey, did not constitute baggage, for the safe transport of which defendant could under its contract be held liable."